

Exhibit 12

CONSTITUTION and BY-LAWS

for

MAJOR PROFESSIONAL FOOTBALL OPERATIONS

as conducted by

**The
NATIONAL
FOOTBALL LEAGUE**

**The
AMERICAN
FOOTBALL LEAGUE**



1968

MAJOR PROFESSIONAL FOOTBALL OPERATIONS

as conducted by

**NATIONAL
FOOTBALL
LEAGUE**

**AMERICAN
FOOTBALL
LEAGUE**

CONSTITUTION and BY-LAWS 1968

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**COMMISSIONER'S OFFICE
410 PARK AVENUE
NEW YORK, NEW YORK 10022**

CONSTITUTION AND BY-LAWS
FOR MAJOR PROFESSIONAL
FOOTBALL OPERATIONS
AS CONDUCTED BY
THE NATIONAL FOOTBALL LEAGUE
and
THE AMERICAN FOOTBALL LEAGUE

This Constitution and By-Laws, covering major professional football operations as conducted by the member clubs of the National Football League (NFL) and the member clubs of the American Football League (AFL), has been adopted by the member clubs of both the NFL and the AFL in anticipation of and as a preliminary step toward the complete unification of their operations in an expanded single league in 1970. The provisions of this Constitution and By-Laws, as set forth below, will control such operations during the period prior to February 1, 1970 (or such earlier date as may be mutually agreed upon) and are binding upon the two leagues, all member clubs therein, and all officers, stockholders, directors, partners, or employees thereof.

ARTICLE I
COMMISSIONER

1. (a) Pete Rozelle shall serve and act as Commissioner for both the NFL and the AFL.
- (b) Any successor to Pete Rozelle as Commissioner must be approved by no less than 12 of the 15 clubs which were members of the NFL in 1966 in addition to the requirements set forth in sub-paragraph (c) hereof.
- (c) In addition to the requirements of sub-paragraph (b) above, any successor to the office of Commissioner shall be determined by the affirmative vote of not less than 13 members of the NFL and 8 affirmative votes of member clubs of the AFL.
- 1.2 The Commissioner, on behalf of the NFL and the AFL, may incur any expense which, in his sole dis-

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creation, is necessary to conduct and transact the ordinary business of both leagues, including but not limited to the leasing of office space, the hiring of employees and other assistance and services; provided, however, that the Commissioner shall not have authority to incur any expense for any extraordinary obligations or make any capital investment on behalf of either the NFL or the AFL without prior approval by the league or leagues so affected.

Independence Jurisdiction

- 1.3 The Commissioner shall have no financial interest, direct or indirect, in any professional sport.
- 1.4 The Commissioner shall have full, complete and final jurisdiction of:

- (a) Any dispute involving member clubs of the NFL and AFL certified to him by either of the disputants.
- (b) Any dispute between any player, coach or other employee of any club in either the NFL or AFL.
- (c) Any dispute between players employed by any club in either league other than disputes unrelated to and outside the course and scope of the employment of such persons as players with any club of either league.
- (d) Any dispute between a player and any official employed by either league, or any dispute between any club and any official in either league.
- (e) Any dispute involving a person owning an interest in a club in either league, or any players or employees of any such club of either league, or any combination thereof that, in the opinion of the Commissioner, constitutes conduct detrimental to the best interests of professional football as conducted by the member clubs of the NFL and AFL.

1.5 The Commissioner shall:

- (a) Preside at all joint meetings of the AFL and the NFL.
- (b) Be the principal executive officer over all other employees or officers of either league, and in that capacity shall have general supervision over the business and affairs of either league.

Policy and Procedure

- 1.6 The Commissioner shall interpret and from time to time establish policy and procedure in respect to the provisions of this Constitution and By-Laws governing the operation of Professional Football in both leagues

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and also may interpret and establish policy and procedure in respect to the Constitution and By-Laws of each league and any enforcement thereunder.

Game Officials

- 1.7 The Commissioner shall select and employ a supervisor or supervisors of game officials and shall further select and approve all game officials for all pre-season, regular season, play-off games, including intra and inter-league games in both leagues and the World Championship Game. Each club in both leagues shall have the duty to accept as game officials for any game, such officials as the Commissioner shall assign to such game.

Broadcasts and Television

- 1.8 The Commissioner shall have exclusive authority to arrange for all broadcasting and television rights to the World Championship Game.

Contracts

- 1.9 The Commissioner shall have authority to arrange for and negotiate contracts on behalf of both the NFL and the AFL with other persons, firms, leagues or associations, provided, however, that except in instances where the Commissioner is otherwise specifically authorized herein, any contract involving a substantial commitment by either the NFL or the AFL, or any of the clubs therein, shall not be binding unless first approved by the NFL and the AFL in the manner set out in § 4.5 hereof. Nothing in this section contained shall modify or affect any contract in existence in either the NFL or AFL at the time of the adoption of this Constitution.

Reports

- 1.10 The Commissioner shall render an annual report to the NFL and the AFL at each Joint Annual Meeting.

Bond

- 1.11 The Commissioner shall file and maintain in effect a surety bond in favor of the NFL and the AFL in the sum of \$50,000; said bond shall be conditioned upon faithful performance of the Commissioner of his duties, and shall name the NFL and the AFL as obligees. The expenses for such bond shall be paid and shared by the NFL and the AFL in accordance with the provisions of § 8.1 hereof.

- 1.12 (A) Whenever the Commissioner, after notice and hearing, decides that an owner, shareholder, partner or holder of an interest in any club, or any player, coach, officer, director or employee thereof, or an officer, employee or official of either the NFL or the AFL has either violated this Constitution and By-Laws or the Constitution and By-Laws of the NFL or the AFL, or has been or is guilty of conduct detrimental to the welfare of Profes-

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sional Football, or of either the NFL or the AFL, then the Commissioner shall have authority to:

- (a) Suspend and/or fine such person in an amount not in excess of \$5,000, and/or
- (b) Cancel any contract or agreement of such person with the NFL or the AFL, or with any club or clubs in either league.
- (c) In cases involving a violation of the prohibitions against tampering and set forth in Sections 10.1 (C)(10), 10.1(C)(11), 10.1(C)(12), 10.2 and 12.1(B) hereof, award or transfer selection choices and/or deprive the offending club of a selection choice or choices.

(B) Whenever the Commissioner determines that any punishment or discipline which he has power to impose pursuant to 51.12A above, is not adequate or sufficient considering the nature and gravity of the offense involved, he may refer the matter to the league or leagues which, in his sole discretion he deems to be affected thereby, whether NFL, AFL, or both, with a recommendation that the following additional or increased penalties or discipline be imposed; provided, however, that the matter of additional punishment or discipline of any such person in one league shall not be referred for determination solely by members of the other League.

- (1) Cancellation or forfeiture of the franchise of the club in the affected league; if such occurs, the affected franchise shall be sold and disposed of pursuant to the provisions of the Constitution and By-Laws of the affected league.
- (2) Cancellation or forfeiture of the interest in a club or in the franchise thereof owned by the person involved or implicated therein; if such occurs, the interest held by any person so implicated shall be sold and disposed of pursuant to the provisions of the Constitution and By-Laws of the affected league.
- (3) Declare one or more players of the offending club to be a free agent, or that one or more player contracts therein held by the offending club be assigned to another club or clubs.
- (4) Assignment to another club or a nominee of the League in which such club holds a franchise, of the lease on any stadium or playing field held for or owned by the offending club or by any person owning any interest thereof.

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- (5) Assignment to one or more clubs of a player or players or awarding or transferring selection choices from the Selection or Reserve Lists of the offending club.
- (6) Require the sale of any stock or interest in a club held by any such offending person by the method and under the procedure specified under the Constitution and By-Laws of the affected league.
- (7) Make any other recommendation he deems appropriate. Any recommendation by the Commissioner for additional punishment or discipline under the circumstances referred to in 51.12B must be approved or ratified by the affirmative vote of not less than 13 members of the NFL, if such league is affected, or by 8 members of the AFL, if such league is affected; any such decision shall be final, conclusive and unappealable. Any person involved in or affected by any such decision agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or in connection with such decision against the Commissioner, individually and in his official capacity as well as against either league and against any officer or employee thereof, and any member club in either league, or any director, officer, shareholder or partner of a member club or the holder of any interest therein, whether for damages or for any other remedy or relief; the word "person", for the purpose of this section shall mean and include a club of either the NFL or the AFL, and any owner, officer, shareholder, or partner thereof, or anyone holding any interest therein. The membership of a club or the interest of any person owning a share or interest therein can only be suspended or terminated pursuant to and in accordance with the procedure specified in the Constitution and By-Laws of the affected league.

(C) Whenever the Commissioner, after notice and hearing, determines that a person employed by or connected with either league, or any club therein, has bet money or any other thing of value on the outcome or score of any game or games played by any clubs in either league, or has had knowledge of or has received an offer, directly or indirectly, to control, fix or bet money or other consideration on the outcome or score of a professional football game and has failed to report the same in the manner hereinafter prescribed, then the Commissioner

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shall have complete and unrestricted authority to impose any or all of the following penalties:

- (1) Suspend such person indefinitely or for a prescribed period of time.
- (2) Bar such person from professional football in the NFL or AFL for life.
- (3) Cancel or terminate the contract of such person in either league or with any club thereof.
- (4) Require the sale of any stock or other interest of such offending person of any club by the method and under the procedure specified in the Constitution and By-Laws of the league with which said club is identified.
- (5) Fine such person in an amount not in excess of Five Thousand Dollars (\$5,000).
- (6) Cancel or declare to be forfeited any interest in a club or in the franchise issued by either league owned by any person so involved; in such event, any interest of the offending person so implicated in the club or any stock owned by such person in any club shall be sold under the procedure prescribed in the Constitution and By-Laws of the affected league.
- (7) Assign to another club in the same league the lease of any stadium or playing field held for or owned by the offending club or any person owning any interest therein.
- (8) Assign to one or more other clubs, players on the Selection or Reserve Lists of the offending club.
- (9) Impose such other or additional punishment or discipline as the Commissioner may decide.

If the person involved is a player in either league, such player is obligated to report immediately such incident to the head coach, owner or managing officer of the club with which he is affiliated. If the person involved is either an owner, officer, director, shareholder or partner of a club, or owns or holds an interest therein, or is a coach or employee (other than a player) thereof, such report shall be made promptly to the Commissioner. Any decision by the Commissioner under the circumstances referred to herein shall be final, conclusive and unappealable. All persons involved in or affected by any such decision agree to release and waive any and all claims arising out of or connected with such decision that such

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person may now have or hereafter possess against the Commissioner individually or in his official capacity as well as against either the NFL or the AFL or any officer or employee thereof, and against every club therein and any director, officer, shareholder or partner thereof, or against the holder of any interest therein either for damages or for any other remedy or relief. The word "person" wherever used in this sub-section shall mean and include a club or any club owner, official, stockholder and partner thereof, or anyone holding any interest therein, as well as a coach, player or other employee thereof; it shall also include an officer or employee of either league or any official or person employed by either league.

(D) Whenever the Commissioner finds in his sole and exclusive discretion that any person, whether or not connected or affiliated with either league or a club therein, is guilty of conduct detrimental to the best interests of either or both leagues, or to Professional Football, then in addition to his other powers prescribed in this Constitution and By-Laws, the Commissioner shall have the right to bar and prohibit such person from entry into any stadium or park used by either league or its member clubs or affiliates thereof for the practice or exhibition of Professional Football.

(E) The Commissioner shall have authority to change, reduce, modify, remit, or suspend any fine, suspension, or other discipline imposed by the Commissioner which did not require approval of the leagues or clubs therein.

(F) The Commissioner shall have the power without a hearing, to disapprove contracts between a player and a club in either the NFL or AFL, if such contract has been executed in violation of and contrary to this Constitution or the Constitution and By-Laws of the applicable league, or if either or both of the parties to such contract have been or are guilty of an act or conduct which is or may be detrimental to either league or to the sport of professional football. Any such disapproval of a contract between a player and a club shall be exercised by the Commissioner upon the written notice to the contracting parties within ten (10) days after such contracts are filed with the Commissioner. The Commissioner shall also have the power to disapprove any contract between any club and a player or any other person, at any other time pursuant to and in accordance with the provisions of this Constitution and By-Laws.

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after possess against the Commissioner, individually or in his official capacity, as well as against any member club or any officer, director, owner, stockholder, or partner thereof, or the holder of any interest in any member club in connection with or by reason of any decision, ruling, or action of the Commissioner or the applicable league in reference to any matter within their respective jurisdiction.

(d) They, and each of them, shall include in every contract between any member club and its employees, including coaches and players, a clause wherein the parties to such contract agree to be bound by this Constitution and By-Laws.

(e) They, and each of them, agree to be bound by all of the terms and provisions of this Constitution and By-Laws as now or hereafter in effect.

(f) They, and each of them, agree to play all games in their respective league and to conduct the business and other affairs of such league in accordance with and subject to the terms and provisions of this Constitution and By-Laws and the Constitution and By-Laws of their league as now in effect or as hereinafter amended; it is further agreed that wherever the terms and provisions of the Constitution and By-Laws of either League conflict with the provisions of this Constitution and By-Laws, the provisions of this Constitution and By-Laws shall govern and prevail, and any provision of the Constitution and By-Laws of either League which is omitted from this Constitution and By-Laws and which is not in conflict with a provision hereof, shall remain in full force and effect.

ARTICLE III

DEFINITIONS

3.1 For the purposes of this Constitution:

(a) "Home Club" means the club at whose stadium a game is played; provided, however, that if, in the World Championship Game or in any pre-season game between teams in opposing leagues, the game is not played in the home city of one of the

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(G) The Commissioner shall have the power to hear and determine disputes between clubs in respect to any matter certified to him by either or both of the clubs; he shall also have the power to settle and determine any controversy between two clubs which, in the opinion of the Commissioner, involves or affects league policy or Professional Football as conducted by the member clubs of the NFL or of the AFL.

(H) The Commissioner shall have the right to propose amendments or modifications to this Constitution and By-Laws by submitting amendments or modifications thereof in writing to the NFL and the AFL no less than twenty (20) days prior to the holding of any joint meeting of the NFL and the AFL.

Removal

1.13 In the event that the Commissioner shall be convicted of a crime involving moral turpitude or be physically or mentally incapacitated from performing his duties or shall fail or refuse to abide by this Constitution and By-Laws, or in the event the Commissioner fails or is unwilling to perform his duties, then the leagues shall have the power to suspend or remove the Commissioner provided such action is first approved by thirteen (13) affirmative votes of the clubs of NFL and eight (8) affirmative votes of the clubs of the AFL.

ARTICLE II

COVENANTS AND OBLIGATIONS

2.1 Both the NFL and AFL and the member clubs thereof, and each and all of the owners, officers, stockholders, directors or partners therein, as well as any other person owning any interest in a club, agree that:

(a) They, and each of them, shall be bound by and will observe all decisions of the Commissioner in all matters within his jurisdiction.

(b) They, and each of them, shall be bound by and will observe all decisions, rulings and action of the Executive Committee of their league, in every matter within the jurisdiction of such Executive Committee.

(c) They and each of them, waive any and all claims or demands, whether for damages or otherwise, which they, or any of them, might now or here-

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Home Club

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competing clubs, neither club shall be deemed to be the Home Club.

Visiting Club

- (b) "Visiting Club" means a club whose team is playing a game at the stadium of another club; provided, however, that if, in the World Championship Game or in any pre-season game between teams in opposing leagues, the game is not played in the home city of one of the competing clubs, neither club shall be deemed to be the Visiting Club.

ARTICLE IV

JOINT MEETINGS

Annual Meeting

- 4.1 An Annual Joint Meeting of the NFL and AFL shall be held on the second Monday in February of each year at such places and times as the Commissioner shall designate in the notices of the meeting.

Special Meeting

- 4.2 Special Joint meetings may be held at any place upon call by the Commissioner.

Notice

- 4.3 (A) Written notice of the time and place of holding any Joint Annual Meeting shall be given to each club at least thirty (30) days in advance of the day fixed for such Joint Annual Meeting, and at least seven (7) days in advance of the day fixed for any Joint Special Meeting.

- (B) Notice of a Joint Special Meeting shall state the time, place and purpose of the meeting. The notice of the Annual Meeting must state the time and place of the meeting, but not the purpose; if any amendments to this Constitution and By-Laws are to be considered at the Joint Annual Meeting, the submission of such proposals must be in accordance with Article 22.1 hereof.

- (C) Notice of meetings may be waived by the consent of all member clubs of both Leagues.

Voting and Representation

- 4.4 At each Joint Meeting each club shall be limited to two (2) representatives; each club shall be limited to one (1) vote upon any matter presented at the meeting. Each member shall file with the Commissioner within the time designated by the Commissioner a written designation of the representatives and any alternate to vote and act for its club. The Commissioner or other presiding officer may require proof satisfactory to the Commissioner

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or presiding officer of the authority of any representative to represent a member.

- 4.5 Number of Votes. Except as herein otherwise specifically provided, the affirmative vote of not less than 13 votes of clubs of the NFL and 8 votes of clubs of the AFL at any annual or special meeting shall be required for action.

- 4.6 Order of Business at Joint Annual Meeting. The order of business for the Joint Annual Meeting shall be as follows:

Roll Call
Reading of Minutes of the Previous Meeting
Report of Commissioner
Report of Committees
Unfinished Business
New Business
Adjournment

Conduct of Meeting

- 4.7 Conduct of Meeting. Except in respect to matters covered specifically in this Constitution and By-Laws, Roberts Rules of Order shall prevail in all joint meetings; provided, however, that any action taken in any joint meeting involving a matter not covered specifically in this Constitution and By-Laws shall require the consent of thirteen (13) clubs of the NFL and eight (8) clubs of the AFL.

Action Without a Meeting

- 4.8 Action without a Meeting. Any action or resolution which may be taken or adopted at a joint meeting may be taken or adopted by an instrument in writing signed by all clubs of both leagues.

ARTICLE V

COMMITTEES

Appointment of Committees and Authority

- 5.1 The Commissioner and/or either league may appoint such committees as he or they deem necessary or appropriate. All committees shall have only such authority as the member clubs in both leagues shall decide by the affirmative vote of not less than thirteen (13) clubs of the NFL and by the affirmative vote of not less than eight (8) clubs of the AFL. All committees shall act under the direction and supervision of the Commissioner who shall be an ex officio member of each committee with no right to vote, unless such right shall be granted pursuant to the resolutions establishing such committee or committees.

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and include an area of one-half the distance between such cities.

(B) The "Home Territory" of the Green Bay Packers shall extend to and include all of Milwaukee County, Wisconsin, despite the fact that portions of such County are outside the 75 mile limits from the exterior corporate limits of the City of Green Bay.

7.2 Each club in each league will have the exclusive right within its own territory to exhibit professional football games played by teams in either league, except that:

(A) Whenever two clubs in the same or different leagues hold franchises and are located in the same city, then the owners of each of said franchises shall have equal rights within the home territory of such city.

(B) In respect to the San Francisco and Oakland franchises, the following provisions shall apply:

(i) The Home Club in each city shall have the exclusive right to exhibit professional football games played by teams in either league in its city, and neither the San Francisco club nor the Oakland club shall have any right to play professional football in the city of the other without the consent of the other club.

(ii) In respect to the area included in the home territory of both of said clubs, but located outside the city limits of both cities, both clubs shall have joint rights of exclusivity and both of said clubs may play games with other clubs in either league (subject to the provisions of this Constitution and By-Laws) within such area without the consent of the club also operating in the same home territory or any part thereof.

(C) Subject to the provisions of the foregoing paragraphs (A) and (B) above, no club in either league shall be permitted to play games within the home territory of any other club in either league unless a home club is a participant. No franchise shall be granted by either league for operation within a home territory which overlaps the home territory of a present member of either league without the prior written consent of such member.

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ARTICLE VI

TEAM UNIFORMS

Conflicting Club Colors

6.1 (A) Subject to the provisions of sub-section B hereof, and at the option of the Home Club the visiting team in any inter-league game shall wear the colors awarded to such team by the league with which it is identified and the home team shall wear white. In the event that the colors of the visiting team conflict with the white worn by the home team the visiting team shall wear other colors approved by the Commissioner.

(B) Provided written approval is obtained from the Commissioner, neither club in inter-league games shall be required to wear white jerseys but shall be permitted to wear the colors awarded to their respective club.

(C) Anything in sub-paragraphs (A) and (B) of this S6.1 to the contrary notwithstanding, if any game, including the World Championship Game, is played between clubs in opposing leagues, and such game is played in a city other than in city of the competing clubs, then the colors awarded to such teams by its respective league may be worn by the competing teams unless such colors are, in the opinion of the Commissioner, conflicting; in such event, if competing teams are unable to agree upon the colors to be worn by each team in such game, the Commissioner shall have the right to designate the colors to be used by the competing teams in such game.

ARTICLE VII

TERRITORIAL RIGHTS

Home Territory

7.1 "Home Territory" with respect to any club in either league means the city in which such club is located and for which it holds a franchise and plays its home games and includes the surrounding territory to the extent of 75 miles in every direction from the exterior corporate limits of such city except as follows:

(A) Whenever any two clubs, whether or not members of the same league, other than the San Francisco 49ers and the Oakland Raiders, are located and hold franchises for different cities within 100 miles of each other measured from the exterior corporate limits of such city, then the territorial rights of each of such clubs shall only extend to

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Territorial Rights of Members

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- (D) Despite the foregoing provisions, in the event the Baltimore franchise is forfeited or surrendered, or is transferred to a city other than Baltimore, all rights to the Baltimore territory shall revert in the Washington Redskins, and the area included in the Baltimore territory shall be reconstituted and become part of the home territory of the Washington Redskins.

Territorial Rights of League

7.3 Each league shall have exclusive control of the exhibition of football games by its member clubs in the home territory of its member clubs subject to the rights herein granted to member clubs of both leagues under this Article VII. The home cities of the NFL are:

Atlanta, Georgia
 Baltimore, Maryland
 Chicago, Illinois
 Cleveland, Ohio
 Dallas, Texas
 Detroit, Michigan
 Green Bay, Wisconsin
 Los Angeles, California
 Minneapolis-St. Paul, Minnesota
 New Orleans, Louisiana
 New York, N. Y.
 Philadelphia, Pennsylvania
 Pittsburgh, Pennsylvania
 St. Louis, Missouri
 San Francisco, California
 Washington, D. C.

The home cities of the AFL are:

Boston, Massachusetts
 Buffalo, New York
 Cincinnati, Ohio
 Denver, Colorado
 Houston, Texas
 Kansas City, Missouri
 Miami, Florida
 New York, N. Y.
 Oakland, California
 San Diego, California

7.4 The members of both leagues have the right and agree to operate professional football clubs and play the applicable league schedule in their respective cities located within their home territories as herein above set out, subject to the provisions of this Article VII.

7.5 No member club in either league shall have any right to transfer its club or franchise either to the same

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or another city located within the territorial limits of a city in which a franchise in either league is presently located, nor shall any new franchise be granted by either league for operation in a city within the territorial limits of the city in which a franchise of either league is presently located, unless such action is approved by the unanimous consent of all member clubs of both leagues.

ARTICLE VIII ASSESSMENTS

8.1 Whenever monies are required to meet expenses then upon demand by the Commissioner, each club of both leagues shall be obligated to contribute equally its share of the required monies.

ARTICLE IX

BROADCASTING AND TELEVISION

9.1 Each league shall adopt its own provisions in respect to the right of the member clubs in its league to televise and broadcast any games played by member clubs in its league with the following limitations:

- (a) Pre-season games between teams in different leagues may only be telecast by the visiting team to its home territory. Despite the foregoing, whenever the pre-season game is between the San Francisco 49ers and the Oakland Raiders, or between the New York Giants and the New York Jets, such game cannot be telecast to the home territory of either participant, or otherwise, without the consent of both participants.
- (b) The sale of radio, television and film rights for the World Championship Game between the two clubs in each league shall be under the sole jurisdiction of the Commissioner.
- (c) The present television commitments in each league shall remain in full force and effect, and neither league shall be in any manner restricted in respect to the right to televise or broadcast its games by reason of provisions contained in any television agreement of the other league.
- (d) Neither league shall make any television agree-

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Television Limitations

Assessments

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ment or commitment extending beyond February 1, 1970.

(e) In the World Championship Game:

(i) The participating clubs may broadcast by radio on a non-exclusive basis from a station located in its home territory; provided, (a) said club contributes to the gross receipts of the game (to be divided in the same manner as game receipts are distributed) a fair and equitable sum fixed by the Commissioner in his sole and absolute discretion; and (b) provided the Commissioner approves all sponsors and broadcasters involved in the game.

(ii) No television station may carry or broadcast the game if its signal is visible within an area of seventy-five (75) miles from the exterior limits of the city where the game is being played. The Commissioner's decision in this matter shall be final.

Broadcast Facilities 9.2 Broadcast Facilities. Each club when playing at home shall provide adequate space for use of the visiting club in telecasting and/or broadcasting each game.

ARTICLE X

PROHIBITED CONDUCT

10.1 Conflicting Interests and Prohibited Conduct.

(A) The violation of any of the provisions of this Article shall constitute conduct detrimental to professional football as conducted by the member clubs of the NFL and AFL.

(B) No club, or stockholder, officer, director, partner or employee thereof, and no officer or employee of either league, including a game official, shall:

- (1) Own or have any financial interest directly or indirectly, in any other club of either NFL or AFL.
- (2) Directly or indirectly, loan money to or become surety or guarantor for any other club, or any player, coach, or employee thereof, of any owner, stockholder, director, partner, or holder of an interest therein.
- (3) Directly or indirectly, loan money or offer any gift or reward or become surety or guarantor for

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any game official or other official or employee of any club therein.

(4) Act as the contracting agent or representative for any player or share or be financially interested in the compensation of any player in the League. Nothing herein shall prevent any player from negotiating on his own behalf or for his own account.

(C) No club in either the NFL or the AFL, nor any stockholder, director, officer, partner or person holding an interest therein, nor any officer or employee of either League shall:

- (1) Publicize or participate in the selection of any mythical All-League or All-Opponent team.
- (2) Issue a free ticket of admission to a game to any visiting club or player thereof except pursuant to the Constitution and By-Laws of the League with which he is identified.
- (3) Offer any gift or reward to a player, coach or club for services promised, rendered or to be rendered in defeating or attempting to defeat a competing club.
- (4) Publicly criticize any club or its management, personnel, employees or coaches and/or any football official employed by the League or any member club of either NFL or AFL; all complaints or criticism in respect to the foregoing shall be made to the Commissioner only, and shall not be publicized directly or indirectly.
- (5) Directly or indirectly pay a fine for a person who has been so penalized.
- (6) Permit or state in any game program, or by means of its public address system or otherwise, that it, he, or they, offer or agree, either directly or indirectly, to pay or give money or any other thing of value to any member of the public; neither shall any club or other person referred to in this §10.1 be permitted to participate at any time, directly or indirectly, in any lottery of any kind.
- (7) Own, directly or indirectly, any interest whatsoever in a professional football organization, league, club, or team not a member of either the NFL or the AFL.
- (8) Offer or pay a Player or coach, and no player or coach may receive, any bonus, money or thing of value for winning any game played in NFL

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or AFL in which any club of either NFL or AFL participates or sponsors.

No club or any representative thereof shall offer to pay, directly or indirectly, to a player, and no player shall receive, any bonus of any kind unless such bonus provision is attached to and/or incorporated in the contract of such player.

- (9) Fail to present its team at a time and place where it is scheduled to play in a pre-season or regular season game, unless such failure is caused by an unavoidable accident in travel or by conditions beyond the control of the member.
- (10) Tamper with players of college teams who are not eligible for play in either the AFL or NFL under the eligibility rules herein set out.
- (11) Tamper with a player or coaches under contract to or the property of another club.
- (12) Offer, agree, conspire, or attempt to illegally influence the outcome of any game participated in by the team of the club or fail to suspend immediately any officer or player or other employee of the club who is proven guilty of offering, agreeing, conspiring, or attempting to influence the outcome of any game or be interested in any pool or wager of any game in which a club participates.

(D) No player, coach, or manager shall, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any club of either AFL or NFL, other than in the club with whom he is employed, and then only under an agreement approved by the member clubs of its league stipulating for the immediate sale (and the terms thereof) of such stock or financial interest therein in the event of his transfer to, employment by, or association with another club. A player, coach, or manager financially interested in another club shall be ineligible to play for, coach or manage the club of any other member while, in the opinion of the Commissioner such interest is retained by or for him, directly or indirectly.

Tampering

10.2 Tampering. If a Club or any officer, shareholder, director, partner, employee, agent or representative thereof, or any person holding an interest in said club shall tamper, negotiate with, or make an offer to a player on the Active, Reserve or Selection List of another Club, then unless the offender shall clearly prove

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to the Commissioner that such action was unintentional, the offender, in addition to being subject to all other penalties provided in the Constitution and By-Laws of the League with which it is connected and the Constitution and By-Laws hereof shall lose its selection choice in the next succeeding Selection Meeting in the same round in which the affected player was originally chosen; if such affected player was never selected in any Selection Meeting, the Commissioner shall determine the round in which the offending club shall lose its selection choice. Additionally, if the Commissioner decided such offense was intentional, the Commissioner shall have the power to fine the offending club and may award the offended club 50% of the amount of the fine imposed by the Commissioner. In all such cases the offended club must first certify to the Commissioner that such an offense has been committed.

10.3 (A) No coach or administrative or supervisory employees, as hereinafter defined, may be employed by any club without the prior approval of the Commissioner. All coaches must have a written contract: such contract shall be filed in the Commissioner's office promptly following execution, and the terms thereof must be approved by the Commissioner; an administrator or supervisory employee, for the purpose of this section, shall mean a General Manager or any assistant to the President or Executive Officer of the Club.

Additional Restrictions

(B) A veteran player must be paid a full game current season salary and a first-year player a half-game salary for playing in the Chicago Tribune All-Star Game.

(C) No owner or person holding any interest in a club, nor any officer, stockholder, director or partner thereof, nor any employee of either league or a club therein shall enter the dressing room of a game official.

(D) For purposes of this sub-section, a player shall be deemed to be an "active member of the Armed Forces" until he is discharged therefrom or listed as a reserve member of the Armed Forces. No active member of the Armed Forces may play or practice with a club in either League, subject to the following limitations:

- (1) In the event of a declaration of war, the Commissioner has the right to suspend this requirement for the duration thereof.
- (2) This provision shall not apply to participation in the Chicago All-Star Game, nor to any pre-season games.

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- (3) This provision shall not apply to any player who has been given a conditional release from the Armed Forces or is on terminal leave.
- (4) Active members of the Armed Forces may play or practice with a club provided:
- (i) The club, at the time the player is inducted into the Armed Forces of the United States, continues to carry such player as one of its active players and notifies the Commissioner to that effect at the time of said induction; and
 - (ii) Such player receives permission from his Commanding Officer in the military service to play or practice with such club.

(E) No club, nor any coach, representative or employee thereof, shall use or employ any mechanical or other equipment or device in connection with the staging or playing of any game, except such as has been normally and commonly used in games in former seasons in its League; no electronic magnifiers or loud speaker systems may be used or employed either from the stands, bench or sidelines to impart any information or instructions to players engaged in play on the field, but such instruction or information shall only be given orally or through substitution.

(F) No films of prior games shall be shown or displayed on or by means of television other than complete game films; such film shall not be stopped during any such showing; provided, however, that in the staging of a regular quarterback show of a club, clips or portions of game films may be shown. In connection with the showing of films, no employees, officer, owner or representative of a club shall make any comment or express any opinion, publicly or for publication, on the quality of the officiating or that any play shown was or was not illegal.

(G) No bonus may be paid to a player or players for winning a particular game; neither may remuneration or gifts of any kind other than those listed in the contract of a player, be announced, promised, or paid directly or indirectly by a Club, or by any person connected with or employed by a club; if players are employed by or connected with a club involved in a Play-Off Game, or the World Championship Game, then no remuneration or gift shall be announced, promised or paid until such game shall have been played.

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(H) No blanket remuneration or bonuses shall be paid or given to players at any time.

(I) Players under contract shall not be required to report to training camp for practice prior to nine (9) weeks before opening game in the schedule of their League, except that the team participating in the Chicago Tribune All-Star Game shall be permitted to conduct its practice sessions in accordance with the provisions of the agreement covering the playing of the game.

(J) All clubs must pay the travel expense of the players to training camp, and if the player thereafter is included on the Active List of the club for the first League game, travel expenses to training camp for that player, if previously paid, may be deducted from the salary of the player. If a player is waived out, then the waiving club shall pay the travel expenses of the player for the return trip to his home, provided, however, that if the player is claimed by another club under waivers, or is sold or traded, then the club acquiring the player shall pay the travel expenses of such player incurred in connection with reporting to the new club.

ARTICLE XI

PLAYING RULES

11.1 Official Rules. The playing rules for professional football conducted by the AFL and NFL shall be those set out in the book entitled "Rules Book for Professional Football as Conducted by the NFL and AFL."

*Official Rules**Amendment of Rules*

11.2 Amendment of Rules. Playing rules may be amended or changed at any Joint Meeting if ratified or authorized by affirmative vote of not less than thirteen (13) clubs of NFL and eight (8) clubs of AFL, provided the proposed amendment or change has been presented to each League in writing thirty (30) days prior to the Rules Committee Meeting; otherwise unanimous consent of all clubs of both Leagues is required for any amendment to the Playing Rules.

Rules Committee

11.3 Rules Committee. Each club in NFL and AFL shall have one representative only on the Rules Committee.

ARTICLE XII

ELIGIBILITY OF PLAYERS

General Rules of Eligibility

12.1 (A) No Person shall be eligible to play or be selected as a player unless (1) all college football eligi-

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bility of such player has expired, or (2) at least five (5) years shall have elapsed since the player first entered or attended a recognized college or university, or (3) such player received a diploma from a recognized college or university prior to September 1st of the next football season of the League.

The Expression "recognized junior college, college or university" shall be interpreted to mean any college listed in the Blue Book of College Athletics, published by McNitt Co., Inc., 2442 East 4th Street, Cleveland 15, Ohio and/or the Education Directory-Higher Education-Federal Security Agency, Office of Education, Part Three, Washington, D.C.

The fact that a player has college eligibility remaining in another sport other than football shall not affect his eligibility under this section provided the player meets all other qualifications hereunder. Any player with college football eligibility remaining in accordance with the foregoing provisions hereof shall not be eligible to be selected unless such player gives written notice to the Commissioner of his intention on or before January 15th in that year stating his intention to graduate before the fall semester. Any player who fails to give such notice to graduate and then does graduate prior to the fall semester, cannot be signed to any contract; such players shall be selected in a separate selection meeting at a time and place fixed by the Commissioner, the order of selection to be determined either by lot or some other method prescribed by the Commissioner. The Commissioner shall have the right to change the date of January 15th above referred to, if, in his opinion, such change is necessary to properly conduct the selection meeting.

Despite the foregoing, if four college football seasons shall have elapsed since the player first entered or attended college and, if such player did not at any time during such period, participate in college football, such player shall be eligible for selection.

(B) No player may be signed to a contract or any other document (including a letter of intent), directly or indirectly, until completion of all football games, including post season bowl games in which the team of the school or college of such player is to participate and in which the player is to participate; such provision shall also apply to college football players competing in football in any season ending after the date when the original class of such player shall have been graduated. If a club violates this section, it shall be subject to punishment by the Commissioner; such punishment shall pro-

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vide for the loss of selection choices of the offending club in the next or in succeeding Selection Meetings up to and including the entire Selection List. All negotiating rights to the player or players so involved shall be awarded to the club lowest in the joint league standings, excluding the offending club, at the time of the last Selection Meeting.

(C) A diploma of graduation issued by a recognized college or university to a student under an accelerated course or program shall be acceptable for eligibility purposes despite the fact that the student actually attended such institution for a period of less than four (4) years.

(D) No free agent with college athletic eligibility remaining, who registers at a college for the fall term or semester may be signed to a contract by a club until the close of the next succeeding joint Selection Meeting, at which meeting he would be eligible for selection.

(E) No person who plays college football after the opening date of the training season in any year may play football in either NFL or AFL during the balance of the same calendar year.

(F) No person eligible for the Selection Meeting in any calendar year may be signed to a contract with a club in either NFL or AFL until the Selection Meeting in that year.

(G) A player, either under contract to or on the Reserve or Selection List of a club, shall be a member of the team of that club until the Commissioner receives notice from such club that other clubs in his league are free to negotiate or contract with said player. Upon receipt of any such notice, the Commissioner shall promptly notify all other clubs thereof. Until the notice is given by the Commissioner, no other club may sign a contract nor negotiate with such player unless prior written permission thereof has been given by the club owning rights to such player.

(H) Any player, whose contract with a club has expired, shall thereupon become a free agent and shall no longer be considered a member of the team of that club following the expiration date of such contract. Whenever a player, becoming a free agent in such manner, thereafter signs a contract with a different club in either the NFL or the AFL, then, unless mutually satisfactory arrangements have been concluded between the two clubs, the Commissioner may name and then award to the former club one or more players, from the Active, Re-

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